

## **Exhibit “A”**

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made by and between The Law Offices of Bruce J. Chasan, LLC, Bruce J. Chasan, Esq., Lenwood Hamilton, John M. Pierce, Esq, and the law firm Pierce Bainbridge Beck Price & Hecht, LLP (including its partners, associates, and employees), and including any and all representatives, agents, servants, successors in interests, and/or assigns of all of the foregoing.

### RECITALS

A. On or about Dec. 31, 2016, Lenwood Hamilton engaged The Law Offices of Bruce J. Chasan, LLC to represent him in a civil action pertaining to Hamilton’s right of publicity and related claims against Epic Games, Inc., Lester Speight, and Microsoft Corporation (including certain divisions and subsidiaries of Microsoft Corporation), regarding the alleged use of Hamilton’s likeness and voice in the *Gears of War* videogame series, and on that date Hamilton signed an Engagement Letter provided by the Law Offices of Bruce J. Chasan, LLC;

B. The Engagement Letter signed by Hamilton on or about Dec. 31, 2016 provided numerous terms including, *inter alia*, that the representation claims would be handled as a contingent fee matter, but if Hamilton terminated the representation, he would be liable for hourly attorney’s fees on a quantum meruit basis;

C. On January 11, 2017, Attorney Bruce J. Chasan, Esq., of The Law Offices of Bruce J. Chasan, LLC filed a civil action complaint in the U.S. District Court for the

Eastern District of Pennsylvania, *Lenwood Hamilton v. Lester Speight, et al.*, No. 2017-cv-0169-AB, to assert Hamilton's right of publicity claims;

D. Attorney Chasan filed an Amended Complaint for Hamilton on or about Feb. 14, 2017, and a Second Amended Complaint on or about April 14, 2017;

E. Attorney Chasan responded to motions to dismiss the Amended Complaint and the Second Amended Complaint, and on December 18, 2017, the court denied the motion to dismiss the Second Amended Complaint;

F. Attorney Chasan framed and served discovery to the defendants;

G. Attorney Chasan worked with Hamilton to craft objections and responses to discovery requests served to Hamilton by the Defendants;

H. In about mid-March 2018, Attorney Chasan was introduced to Attorney John M. Pierce, Esq. as someone who might be able to co-counsel with Chasan and bring financing to pay the expenses of the litigation;

I. On or about March 20, 2018, Chasan arranged for Hamilton to meet with Pierce and himself at the premises of The Law Offices of Bruce J. Chasan, LLC, in Philadelphia, PA to discuss possible joint representation and financing the litigation;

J. Hamilton had had no prior contact with Pierce before the March 20, 2018 meeting at the premises of The Law Offices of Bruce J. Chasan, LLC;

K. On or about March 27, 2018, Hamilton terminated the representation of Chasan and the Law Offices of Bruce J. Chasan, LLC, and retained Pierce and Pierce's law firm, Pierce Bainbridge Beck Price & Hecht, LLP;

L. Hamilton terminated Chasan without payment of any accrued hourly fees based on quantum meruit;

M. On or about March 28, 2018, Chasan brought to Pierce's attention that Hamilton was liable to the Law Offices of Bruce J. Chasan, LLC, for attorney's fees, which amounted to approximately \$320,000 based on hourly billing, and Chasan requested payment from Pierce Bainbridge Beck Price & Hecht, LLP;

N. On or about April 28, 2018, Chasan informed Pierce that because neither Hamilton nor anyone else had paid the accrued legal fees of The Law Offices of Bruce J. Chasan, LLC, the Law Offices of Bruce J. Chasan, LLC and Chasan would seek recourse by filing a lawsuit against Pierce and the law firm Pierce Bainbridge Beck Price & Hecht, LLP;

O. On or about May 1, 2018, Pierce initiated settlement negotiations with Chasan to resolve the dispute over payment of attorney's fees;

P. In view of Pierce's settlement overture, Chasan and The Law Offices of Bruce J. Chasan, LLC refrained from filing suit and engaged with Pierce over a period of more than four months to exchange settlement proposals, which extended to September 15, 2018;

Q. On September 15, 2018, Chasan and The Law Offices of Bruce J. Chasan, LLC reached agreement on settlement terms with Pierce and the law firm Pierce Bainbridge Beck Price & Hecht, LLC.

## TERMS

1. **Payment.** Pierce Bainbridge Beck Price & Hecht, LLP, John M. Pierce, Esq., and Lenwood Hamilton, or any one of them, singly or in combination, shall pay The Law Offices of Bruce J. Chasan, LLC the sum of One Hundred Sixty Thousand Dollars (\$160,000.00) in full satisfaction of all claims that could be asserted by The Law Offices of Bruce J. Chasan, LLC and Bruce J. Chasan, Esq. arising out of Attorney Chasan's representation of Hamilton in the case of *Lenwood Hamilton v. Lester Speight, et al.*, No. 2017-cv-0169-AB filed in the U.S. District Court for the Eastern District of Pennsylvania.

2. **No other payment.** Except for the payment in paragraph 1 above, there will be no further payment to The Law Offices of Bruce J. Chasan, LLC or Bruce J. Chasan, Esq. of any kind for any reason by Pierce Bainbridge Beck Price & Hecht, LLP, or John M. Pierce, Esq., or Lenwood Hamilton, regardless of the outcome of Hamilton's right of publicity case in the U.S. District Court in the Eastern District of Pennsylvania.

3. **Release by Chasan Parties.** In consideration of the payment in paragraph 1 above, The Law Offices of Bruce J. Chasan, LLC and Bruce J. Chasan, Esq. henceforth remise, release and forever discharge any and all claims demands, actions, causes of action, suits, debts, torts or contracts whatsoever, in law or at equity, against the entire world in connection with the Chasan Parties' representation of Lenwood Hamilton in his right of publicity case in the U.S. District Court in the Eastern District of Pennsylvania.

4. **Release by Pierce, the Pierce Bainbridge law firm, and Hamilton.** John M. Pierce, Esq., and Pierce Bainbridge Beck Price & Hecht, LLP, and Lenwood

Hamilton henceforth remise, release and forever discharge any and all claims, demands, actions, causes of action, suits, debts, torts or contracts whatsoever, in law or at equity, against The Law Offices of Bruce J. Chasan, LLC and Bruce J. Chasan, Esq., in connection with the Chasan Parties' representation of Lenwood Hamilton in Hamilton's right of publicity case in the U.S. District Court for the Eastern District of Pennsylvania.

5.     **Non-disparagement.** John M. Pierce, Esq., and Pierce Bainbridge Beck Price & Hecht, LLP, and Lenwood Hamilton, and The Law Offices of Bruce J. Chasan, LLC and Bruce J. Chasan, Esq., all mutually agree to non-disparagement of anyone among these settling parties in connection with the handling of Hamilton's right of publicity case in the U.S. District Court for the Eastern District of Pennsylvania.

6.     **No Admission of Liability.** The payment in paragraph 1 above shall not be construed as an admission of liability; the payment is being made solely for the purpose of compromising disputed claims and avoiding the uncertainty, nuisance and expense of litigation.

7.     **Warranties.** The Chasan Parties warrant that they know of no other persons who have any interest in attorney's fees in connection with Hamilton's right of publicity case in the U.S. District Court for the Eastern District of Pennsylvania; Pierce and Pierce Bainbridge Beck Price & Hecht, LLP and Hamilton each warrant that they know of no other persons who have any interest in the Chasan Parties' handling of Hamilton's right of publicity case in the U.S. District Court for the Eastern District of Pennsylvania.

8. **Signatures in Counterparts Acceptable.** This Settlement Agreement and Mutual Release may be signed in counterparts, and may be delivered via electronic mail or facsimile, and such delivery shall bind the parties.

9. **Time and Manner of Payment.** The \$160,000.00 payment called for in paragraph 1 above shall be made within fourteen (14) days of the execution of this Settlement Agreement and Mutual Release; said payment may be made by certified check payable to The Law Offices of Bruce J. Chasan, LLC, or by wire transfer to the Chasan Law Offices' IOLTA account in PNC Bank, Philadelphia, PA, Routing No. 031000053, Account No. [REDACTED].

10. **Parties.** The provisions of this Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, beneficiaries, and personal representatives of the parties hereto.

11. **Third Parties.** Except as expressly provided herein, no third party is intended to secure any rights or benefits under this Agreement.

12. **Modification.** This Agreement may be modified only by the mutual express consent of the Parties in writing.

13. **Advice of Counsel.** The undersigned represent and warrant that they are competent adult individuals duly authorized to execute this Agreement and have had the advice of independent counsel regarding the advisability of executing this Agreement.

14. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania.



15. **Severability.** If any term or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby.

16. **Venue and Jurisdiction.** Any dispute regarding the enforcement of this Agreement shall be litigated in either the Court of Common Pleas of Philadelphia County, Pennsylvania, or in the U.S. District Court for the Eastern District of Pennsylvania.

17. **Integration Clause.** This Agreement represents the entire agreement between the parties and there are no representations, warranties, or agreements other than those expressly set forth herein.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, this Agreement has been signed by the Parties below.

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Bruce J. Chasan, Esq.

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Law Offices of Bruce J. Chasan, LLC



Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
John M. Pierce, Esq.

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Pierce Bainbridge Beck Price &  
Hecht, LLP

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Lenwood Hamilton